

JS 44 (Rev. 12/07) (cand rev 1-16-08)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO OF THE FORM.)

I. (a) PLAINTIFFS

Antioch Section 8 Families for Fair Housing; Willilams, Santeya D.; Scott, Mary R.; Payne, Alyce D.; Coleman, Karen L.

**(b) County of Residence of First Listed Plaintiff Contra Costa
(EXCEPT IN U.S. PLAINTIFF CASES)**

(c) Attorney's (Firm Name, Address, and Telephone Number)

Bay Area Legal Aid
1025 MacDonald Avenue, PO BOX 2289
Richmond, CA 94801
Telephone: (510) 233-9954

DEFENDANTS

City of Antioch; Antioch Police Department; Antioch PD Chief of Police James Hyde; Sergeant Mitch Switters; Corporal Steve Bias, et al.

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

| | |
|--|--|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III) |

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

| Citizen of This State | PTF | DEF | PTF | DEF | |
|---|----------------------------|---|---|----------------------------|----------------------------|
| <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 | |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

| CONTRACT | TORTS | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATUTES |
|---|---|---|---|--|
| <input type="checkbox"/> 110 Insurance | PERSONAL INJURY | PERSONAL INJURY | PROPERTY RIGHTS | <input type="checkbox"/> 400 State Reapportionment |
| <input type="checkbox"/> 120 Marine | <input type="checkbox"/> 310 Airplane | <input type="checkbox"/> 362 Personal Injury—Med. Malpractice | <input type="checkbox"/> 422 Appeal 28 USC 158 | <input type="checkbox"/> 410 Antitrust |
| <input type="checkbox"/> 130 Miller Act | <input type="checkbox"/> 315 Airplane Product Liability | <input type="checkbox"/> 365 Personal Injury—Product Liability | <input type="checkbox"/> 423 Withdrawal 28 USC 157 | <input type="checkbox"/> 430 Banks and Banking |
| <input type="checkbox"/> 140 Negotiable Instrument | <input type="checkbox"/> 320 Assault, Libel & Slander | <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability | <input type="checkbox"/> 450 Commerce | <input type="checkbox"/> 440 Deportation |
| <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment | <input type="checkbox"/> 330 Federal Employers' Liability | <input type="checkbox"/> 370 Other Fraud | <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations | <input type="checkbox"/> 480 Consumer Credit |
| <input type="checkbox"/> 151 Medicare Act | <input type="checkbox"/> 340 Marine | <input type="checkbox"/> 371 Truth in Lending | <input type="checkbox"/> 820 Copyrights | <input type="checkbox"/> 490 Cable/Sat TV |
| <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) | <input type="checkbox"/> 345 Marine Product Liability | <input type="checkbox"/> 380 Other Personal Property Damage | <input type="checkbox"/> 830 Patent | <input type="checkbox"/> 810 Selective Service |
| <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits | <input type="checkbox"/> 350 Motor Vehicle | <input type="checkbox"/> 385 Property Damage | <input type="checkbox"/> 840 Trademark | <input type="checkbox"/> 850 Securities/Commodities/ Exchange |
| <input type="checkbox"/> 160 Stockholders' Suits | <input type="checkbox"/> 355 Motor Vehicle Product Liability | <input type="checkbox"/> 390 Other Personal Injury | SOCIAL SECURITY | <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 |
| <input type="checkbox"/> 190 Other Contract | | | <input type="checkbox"/> 861 HIA (1395ff) | <input type="checkbox"/> 890 Other Statutory Actions |
| <input type="checkbox"/> 195 Contract Product Liability | | | <input type="checkbox"/> 862 Black Lung (923) | <input type="checkbox"/> 891 Agricultural Acts |
| <input type="checkbox"/> 196 Franchise | | | <input type="checkbox"/> 863 DIWC/DIWW (405(g)) | <input type="checkbox"/> 892 Economic Stabilization Act |
| REAL PROPERTY | CIVIL RIGHTS | PRISONER PETITIONS | FEDERAL TAX SUITS | <input type="checkbox"/> 893 Environmental Matters |
| <input type="checkbox"/> 210 Land Condemnation | <input type="checkbox"/> 441 Voting | <input type="checkbox"/> 510 Motions to Vacate Sentence | <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) | <input type="checkbox"/> 894 Energy Allocation Act |
| <input type="checkbox"/> 220 Foreclosure | <input type="checkbox"/> 442 Employment | <input type="checkbox"/> 511 Habeas Corpus: | <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <input type="checkbox"/> 895 Freedom of Information Act |
| <input type="checkbox"/> 230 Rent Lease & Ejectment | <input checked="" type="checkbox"/> 443 Housing/ Accommodations | <input type="checkbox"/> 530 General | | <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice |
| <input type="checkbox"/> 240 Torts to Land | <input type="checkbox"/> 444 Welfare | <input type="checkbox"/> 535 Death Penalty | | <input type="checkbox"/> 950 Constitutionality of State Statutes |
| <input type="checkbox"/> 245 Tort Product Liability | <input type="checkbox"/> 445 Amer. w/Disabilities - Employment | <input type="checkbox"/> 540 Mandamus & Other | | |
| <input type="checkbox"/> 290 All Other Real Property | <input type="checkbox"/> 446 Amer. w/Disabilities - Other | <input type="checkbox"/> 550 Civil Rights | | |
| | <input type="checkbox"/> 440 Other Civil Rights | <input type="checkbox"/> 555 Prison Condition | | |
| | | | IMMIGRATION | |
| | | | <input type="checkbox"/> 462 Naturalization Application | |
| | | | <input type="checkbox"/> 463 Habeas Corpus – Alien Detainee | |
| | | | <input type="checkbox"/> 465 Other Immigration Actions | |

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 another district (specify) 6 Multidistrict Litigation 7 Judge from Magistrate Judgment

Transferred from

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
42 U.S.C. 3617, 42 U.S.C. 1983

VI. CAUSE OF ACTION

Brief description of cause:

Racial Discrimination

VII. REQUESTED IN COMPLAINT:

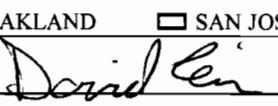
CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE
"NOTICE OF RELATED CASE".

**IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2)
(PLACE AND "X" IN ONE BOX ONLY)**

DATE 5-2-08 SIGNATURE OF ATTORNEY OF RECORD 

SAN FRANCISCO/OAKLAND

SAN JOSE

FILED

MAY - 2 2008

RICHARD W. WIEKING
 CLERK, U.S. DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 OAKLAND

(S)
 Free P.D.
 NP

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E-filing

7 Attorneys for Plaintiffs ANTIOCH SECTION 8 FAMILIES
 8 FOR FAIR HOUSING, SANTEYA DANYELL WILLIAMS,
 MARY RUTH SCOTT, ALYCE DENISE PAYNE, and
 9 KAREN LATREECE COLEMAN

10

11 **IN THE UNITED STATES DISTRICT COURT**
 12 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

ADR

13

ANTIOCH SECTION 8 FAMILIES FOR
 FAIR HOUSING, SANTEYA DANYELL
 WILLIAMS; MARY RUTH SCOTT;
 15 ALYCE DENISE PAYNE; and
 16 KAREN LATREECE COLEMAN,

) 08-02301 Case No.:

BZ

17

Plaintiffs,

) **COMPLAINT FOR DAMAGES AND
 FOR INJUNCTIVE AND
 DECLARATORY RELIEF**

18

vs.

19

CITY OF ANTIOCH; ANTIOCH POLICE
 DEPARTMENT; JAMES HYDE, Chief of
 Police, Antioch Police Department, in his official
 capacity; SERGEANT MITCH SCHWITTERS
 CORPORAL STEVE BIAS, OFFICER
 DESMOND BITTNER, and OFFICER
 WILLIAM DILLARD II, in their individual and
 official capacities; and DOES 1-10,

) **JURY TRIAL DEMANDED**

24

Defendants.

25

26

1 Plaintiffs, ANTIOCH SECTION 8 FAMILIES FOR FAIR HOUSING, SANTEYA DANYELL
 2 WILLIAMS, MARY RUTH SCOTT, ALYCE DENISE PAYNE, and KAREN LATREECE
 3 COLEMAN, hereby allege as follows:

4 **INTRODUCTORY STATEMENT**

5 1. Plaintiffs bring this lawsuit against the CITY OF ANTIOCH, ANTIOCH POLICE
 6 DEPARTMENT, CHIEF JAMES HYDE, SERGEANT MITCH SCHWITTERS, CORPORAL
 7 STEVE BIAS, OFFICER DESMOND BITTNER, and OFFICER WILLIAM DILLARD II, for
 8 violating Plaintiffs' rights under the First, Fourth, and Fourteenth Amendments, the Fair Housing
 9 Act, and California Government Code § 11135 by disproportionately focusing investigations of
 10 alleged tenant-caused disturbances on African-American residents of Antioch who participate in
 11 the Section 8 Housing Choice Voucher Program as part of a concerted and unlawful campaign to
 12 seek evidence which could lead to the termination of participants' Section 8 voucher benefits,
 13 and/or seeking to convince the landlords of Section 8 voucher benefit participants to evict
 14 Plaintiffs and other voucher participants. Plaintiffs seek compensatory, statutory and exemplary
 15 damages, and declaratory and injunctive relief.

16 **PARTIES**

17 2. Plaintiffs SANTEYA DANYELL WILLIAMS, MARY RUTH SCOTT, ALYCE
 18 DENISE PAYNE, and KAREN LATREECE COLEMAN (collectively referred to as the
 19 "Individual Plaintiffs") are African-American females who reside or formerly resided in the City
 20 of Antioch, County of Contra Costa, State of California.

21 3. At all times relevant, each of the Individual Plaintiffs named in the above paragraph
 22 was and continues to be eligible for rent subsidy benefits under the federally funded Section 8
 23 Housing Choice Voucher Program ("HCVP" or "Voucher Program") commonly known as
 24 "Section 8," and codified at 42 U.S.C. § 1437f.

25 4. Group Plaintiff ANTIOCH SECTION 8 FAMILIES FOR FAIR HOUSING is a
 26 membership organization consisting of current and former residents of the City of Antioch who
 currently receive or formerly received subsidized housing benefits under the Section 8 Voucher

1 Program. Group Plaintiff has standing to assert the claims of its members, who have suffered,
2 continue to suffer, and will suffer harm as a result of Defendants' discriminatory and unlawful
3 practices alleged in this complaint.

4 5. On information and belief, Defendant CITY OF ANTIOCH ("CITY") is a municipal
5 corporation which owns, operates, and governs the ANTIOCH POLICE DEPARTMENT
6 ("APD") pursuant to the laws of the State of California.

7 6. On information and belief, Defendant JAMES HYDE ("HYDE") is the Chief of
8 Police for the City of Antioch responsible for the administration of Defendant APD and the
9 training and supervision of its officers, and for the compliance of APD officers with the
10 Constitution and applicable law.

11 7. On information and belief, Defendants SERGEANT MITCH SCHWITTERS,
12 CORPORAL STEVE BIAS, OFFICER DESMOND BITTNER, and OFFICER WILLIAM
13 DILLARD, II are and at all times material to this complaint were employees of Defendants
14 CITY OF ANTIOCH and the APD.

15 8. Each Defendant named in paragraphs 6 and 7 is, and at all times material to this
16 complaint was, duly employed, appointed and acting, as a sworn peace officer of APD, under
17 color of law, to wit, under color of the statutes, ordinances, regulations, policies, customs and
18 usages of the State of California and/or the City of Antioch. Each Defendant named in
19 paragraphs 6 and 7 is sued in both his individual and official capacities.

20 9. On information and belief, Defendants CITY, APD and HYDE are, and at all times
21 material to this complaint were, responsible for the employment, training, supervision, and
22 discipline of Defendants Schwitters, Bias, Bittner, and Dillard.

23 10. On information and belief, at all times material to this Complaint, Defendants
24 Schwitters, Bias, Bittner and Dillard were assigned to the APD COMMUNITY ACTION TEAM
25 ("CAT"). At all times material to this complaint, Defendant SCHWITTERS acted within the
26 scope of his employment with Defendants CITY and APD.

1 11. Plaintiffs are ignorant of the true names and capacities of the Defendants named
 2 herein as Does 1 through 10, and therefore sue these Defendants by their fictitious names.

3 Plaintiffs will amend the complaint to allege the true names and capacities of these Doe
 4 Defendants when they have been ascertained.

5 12. Plaintiffs are informed and believe, and on that basis allege, that each of the
 6 Defendants, including the Doe Defendants, is responsible for the occurrences herein alleged, and
 7 that Plaintiffs' damages were proximately caused thereby.

8 13. Plaintiffs are informed and believe that each Defendant was the agent or employee
 9 of each of the other Defendants, and in perpetrating the wrongful conduct detailed in this
 10 complaint, acted within the scope of such agency or employment, or ratified the acts of the other.

11 14. Plaintiffs are informed and believe that each of the Defendants caused, and is
 12 responsible for the below-described unlawful conduct and resulting injuries in that each of the
 13 Defendants participated in the unlawful conduct or acted jointly with others who did so;
 14 authorized, acquiesced in or set in motion actions that led to the unlawful conduct; failed to take
 15 action to prevent the unlawful conduct; failed and refused, with deliberate indifference to
 16 Plaintiffs' rights, to initiate and maintain adequate training and supervision; failed to prevent
 17 further harm to Plaintiffs; and/or ratified the unlawful conduct and actions by employees and
 18 agents under Defendants' direction and control, including failure to take remedial action.

JURISDICTION AND VENUE

20 15. This Court has subject matter jurisdiction over the parties and this action pursuant
 21 to 28 U.S.C. §§ 1331 and 1343. Pursuant to 28 U.S.C. §§ 2201 and 2202, this Court has
 22 jurisdiction to declare the rights of the parties and to grant all further relief deemed necessary and
 23 proper.

24 16. Pursuant to 42 U.S.C. § 1367(a), this Court has supplemental jurisdiction over the
 25 state claims brought in this action, which arise from a common nucleus of operative facts and
 26 from the same transactions and occurrences raised in Plaintiffs' federal causes of action.

17. Venue lies in United States District Court for the Northern District of California pursuant to 28 U.S.C. §§ 84 and 1391 because a substantial part of the events that gave rise to the claims alleged in this complaint arose in the County of Contra Costa and one or more Defendants reside in the County of Contra Costa or conduct business in the County of Contra Costa.

INTRADISTRICT ASSIGNMENT

18. The claims alleged herein arose in the County of Contra Costa. This action is properly assigned to the Oakland or San Francisco Division of the United States District Court for the Northern District of California pursuant to Civil Local Rule, 3-2(d).

STATEMENT OF FACTS

The Section 8 Housing Choice Voucher Program

19. The Section 8 Housing Choice Voucher Program (“Voucher Program”) is a federally-funded housing program whose purpose includes “aiding lower-income families in obtaining a decent place to live and … promoting economically mixed housing.” 42 U.S.C. 1437f(a).

20. The Voucher Program is one of several programs authorized under 42 U.S.C. 1437f and administered by local public housing authorities, in Plaintiffs' case, the Housing Authority of the County of Contra Costa ("HACCC"). HACCC administers approximately 9,100 Housing Choice Vouchers, including about 1,582 in the City of Antioch.

21. The Voucher Program title emphasizes the objective of “Housing Choice” because its express legislative purpose is to permit low-income participants to relocate to higher opportunity neighborhoods such as those found in Antioch, where better schools and/or jobs may be found, and thereby escape the deleterious social conditions which often exist in primarily poor, lower opportunity neighborhoods.

22. The Voucher Program requires a participant who has been awarded a housing voucher to find a landlord who is willing to accept the participant as a tenant. 42 U.S.C. § 1437f(o)(6). Under the program, the housing costs of a low-income Section 8 participant are subsidized such that the participant pays the landlord 30% of his or her income as rent, with the

difference between the participant's payment and the market rent covered by the federal subsidy.
42 U.S.C. § 1437f(o)(2).

23. As a condition of receiving benefits, Voucher Program participants agree to abide by a list of “tenant obligations” which include, *inter alia*, not engaging in criminal activity which threatens the health, safety, or right to peaceful enjoyment of neighbors; and not to allow a person not named on the lease to reside on the premises without the permission of the public housing authority. 42 U.S.C. § 1437f(o)(7)(D); 24 C.F.R. § 982.551(h) and (l).

24. However, to avoid blaming victims for the actions of perpetrators, disturbances resulting from domestic violence are specifically excluded as a permissible reason for terminating a participant's benefits or evicting the tenant. 42 U.S.C. §§ 1437f(o)(7)(C), 1437f(o)(7)(C), and 1437f(o)(20)(A).

The City of Antioch and its CAT Team

25. In 2003, the number of Section 8 Housing Choice Vouchers administered by HACCC and utilized by residents of Antioch was 1,049. By 2007, this number had grown to 1,582, approximately 4.37% of the total number of the City's households. Although three-quarters of Section 8 voucher participants live in the poorer northwestern side of town, some have been able to rent in the more affluent, and newer southeastern part of town. Because of the downturn in the Antioch housing market beginning in 2006, and the inability of homeowners and speculators to rent their homes, Section 8 Voucher participants were able to use their benefits to rent larger homes which would otherwise have been left vacant and/or lost to foreclosure.

26. By February 2006, officials in Antioch were publicly attributing problems in the City to an influx of Section 8 participants. City Councilmember Jim Davis complained that Section 8 participants “seem to be a magnet for problems throughout the city of Antioch. . . . I want to see what recourse, as a city, we have to limit the numbers [of Section 8 tenants].” Mayor Donald Freitas was quoted as saying, “If the city of Antioch has ten percent of the county population, but has (16 percent) of Section 8 housing, it is a reason for concern.” Other City

1 officials reported that “neighbors’ complaints have led them to believe that renters and Section 8
 2 recipients [were] creating problems [in Antioch].”

3 27. In April 2006, Councilmember Davis called for the City to create its own agency to
 4 “handle complaints about Section 8 housing.” Soon after, City officials, “police and code-
 5 enforcement personnel decided to look more closely at the number of calls for service involving .
 6 . . Section 8 housing.” According to a report the City issued in November 2006, “City leaders . .
 7 . believe Antioch is home to a disproportionate number of subsidized tenants . . [T]heir
 8 behavior patterns are disruptive; and they bring crime, drugs and disorder to the neighborhood.”

9 28. Beginning in May 2006, the APD attempted to obtain a list of all Section 8
 10 properties in Antioch in order to determine “whether Section 8 households are responsible for a
 11 disproportionate number of police calls.” In addition, City officials stated they expected that
 12 “the number crunching [would] enable the city to ratchet up the pressure on troublemakers.” The
 13 APD reported that the addresses of so-called “repeat offenders” on Section 8 — those whose
 14 residences had been the focus of multiple service calls — would be given to the Housing
 15 Authority to provide “a basis for revoking eligibility” for Section 8 housing assistance. APD
 16 Corporal Barry Delavan explained, “We need a referral system, and that’s what we’re trying to
 17 work out.”

18 29. In May 2006, as the foreclosure crisis was heating up, some Antioch residents
 19 “complained [to the City Council] . . . that low-income residents receiving federal housing .
 20 assistance [were] dragging the city down by increasing crime and causing blight.” Certain public
 21 officials and residents accused the Housing Authority of neglecting its duty by “failing to
 22 monitor Section 8 landlords and tenants who [were] causing blight and crime.” Around the same
 23 time, signs appeared on the doors of a number of renters in the City, stating: “No More Rentals.
 24 No More Section 8. Save Antioch NOW. We THE RESIDENTS are watching YOU.”

25 30. Also in May 2006, purportedly frustrated with nuisance allegedly caused by renters,
 26 particularly those receiving Section 8 Housing Choice Voucher benefits, certain residents of

1 Antioch formed a group calling itself “United Citizens for Better Neighborhoods” (“UCBN”).
2 Its founder, Gary Gilbert, stated he was particularly incensed by low-income tenants he
3 perceived had brought a “Ghetto attitude” to Antioch. UCBN began demanding that the City
4 somehow address the alleged problem.

5 31. In and about July of 2006, reacting to complaints of increased nuisance and
6 criminal activity allegedly caused by the influx of Section 8 Voucher Participants to Antioch, the
7 City and APD created a unit called the “Community Action Team” (“CAT”) within the police
8 department. Although ostensibly aimed at addressing “quality of life” issues throughout
9 Antioch, from the outset CAT disproportionately focused, and continues to focus, on Section 8
10 voucher participants, and particularly on those residing in the more affluent neighborhoods of
11 Antioch, southeast of the railroad tracks.

12 32. At a September 2006 City Council meeting, Council members accused the Housing
13 Authority of “not moving quick enough to root out problem tenants who diminish the area’s
14 quality of life.” Mayor Freitas requested “more enforcement” of Section 8 regulations by the
15 Contra Costa Housing Authority. Councilman Jim Conley added, “We care about violations. . . .
16 The city of Antioch is going to be on this issue like a pit bull — we’re not going to let this one
17 go.”

18 33. On receiving a complaint reporting a disturbance or nuisance in a residential
19 neighborhood, including domestic violence related incidents, CAT made and continues to make
20 special efforts to determine if the resident of the premises involved in the incident was a
21 participant in the Section 8 Housing Choice Voucher Program. If so, the complaint of
22 disturbance or nuisance would be forwarded to HACCC, often with the suggestion that the
23 participant be terminated from the Voucher Program for violating his or her tenant obligations
24 imposed on participants by 24 C.F.R. § 982.551.

25 34. CAT also used the fact that some visitors to homes of Voucher Program participants
26 may be on probation or parole as a pretext to search these homes for evidence that the tenant was
violating, not only criminal law, but also the tenant obligations imposed on participants by 24

1 C.F.R. § 982.551. The usual justification employed by CAT was to assume, whether or not
2 actually supported by fact, that the parolee or probationer was living in the premises and had, as
3 a condition of parole or probation, consented to searches of this home as his or her dwelling unit.

4 35. Data from 2007 shows that the Housing Authority of the County of Contra Costa
5 declined to seek termination of more than 60 percent of the referrals they received from CAT.
6 Furthermore, the rate of “unfounded referrals” by CAT to the housing authority in 2006 and
7 2007 was significantly higher for Voucher Program participants identified as African-American.
8 According to housing authority data, 71.8 percent of unfounded referrals by CAT involved
9 African-American participants, and only 17.9 percent involved White participants.

Plaintiff SANTEYA DANYELL WILLIAMS

11 36. Plaintiff Santeya Danyell Williams lives in Antioch with her children, and is a
12 participant in the Section 8 Housing Choice Voucher Program. In January 2007, Defendants
13 visited Plaintiff's home, responding to Plaintiff's request for assistance to stop a threat of
14 domestic violence against Plaintiff Williams from one Mr. Batieste. In the previous two years,
15 Ms. Williams had been the subject of five citizen complaints involving her dogs, the most recent
16 having occurred six months earlier in June 2006, and the next earliest having occurred the
17 previous year, in January 2005.

18 37. Plaintiff Williams suffered from an incident of domestic violence, and her oldest
19 son called APD to assist his mother. According to an APD Incident Report dated January 24,
20 2007, on January 21, 2007 at 11:39 a.m. officers arrived at Ms. Williams' residence in response
21 to an incident of domestic violence in which she was the victim.

22 38. APD records show that after officers learned Ms. Williams was a participant in the
23 Voucher Program, their focus turned toward finding grounds to terminate her housing benefits.
24 Notes in the APD Incident Report on January 22, 2007 state:

ABOVE RESIDENCE IS ON SECTION 8 ASSISTANCE. PATROL WAS RECENTLY AT THE RESIDENCE FOR A DOMV AND DISCOVERED THAT THE RESPONSIBLE WAS AN UNAUTHORIZED RESIDENT OF THE HOME.

1 39. On or about March 28, 2007 Defendant Schwitters sent a letter in the name of
2 Defendant Police Chief Hyde directed to Ms. William's landlord, advising him that "while
3 investigating complaints about the family at this address, [Defendants] discovered that problems
4 were being caused by an adult male living in the house. This male is most likely not on the
5 lease. We also discovered that the family living in your property has two pit bull dogs that have
6 been causing a nuisance to the surrounding neighborhood." The letter warned that the landlord
7 could be "held responsible for criminal or nuisance related activity" on his property; asked for
8 "immediate compliance regarding the listed issues [to] avoid criminal abatement and or civil
9 litigation"; and warned that "should [the landlord] fail to take reasonable steps to prevent any
10 future unlawful use of this property [the landlord] will not be considered an 'innocent owner' in
11 any future action ..."

12 40. Defendants also conveyed these accusations to HACCC as purported violations of
13 the obligations owed by Plaintiff to HACCC. HACCC thereafter issued a notice proposing to
14 terminate Plaintiff Williams' voucher benefits for violating the prohibition on unauthorized
15 household residents and/or criminal activity which threatens the health, safety, or right to
16 peaceful enjoyment of other residents or neighbors. Plaintiff requested a hearing at which
17 Defendant Bittner testified. In a decision dated April 30, 2007, HACCC's hearing officer issued
18 a decision finding these allegations to be unsupported, and refused to sustain the proposed
19 termination.

Plaintiff MARY RUTH SCOTT

21 41. Plaintiff Mary Ruth Scott lives with her children in Antioch and is a participant in
22 the Section 8 Housing Choice Voucher Program.

23 42. On January 11, 2007, according to an APD report printed on January 17, 2007 in
24 Case Number 07000534, CAT officers began an investigation of Ms. Scott's home "due to
25 constant domestic disputes at the location." This January 17 APD report also explained the CAT
26 officers "investigate[] homes that are causing neighborhood disturbances."

1 43. On or about January 16, 2007, CAT officers, including Defendant Bittner (Badge No.
 2 3252), Defendant Dillard (Badge No. unknown), and Defendant Schwitters (Badge No. 2008),
 3 forcibly entered the home of Ms. Scott. The officers wrongfully claimed authorization to search
 4 Ms. Scott's house based on an arrest warrant for Tyrone Young who was visiting her home, but
 5 the warrant did not list her address. Plaintiff Scott told the officers not to enter her house, but
 6 they said their warrant allowed them to enter her house. When Ms. Scott asked the CAT
 7 Officers to see a copy of the warrant they refused to show it to her. Defendants searched Ms.
 8 Scott's entire house and garage, including opening cupboards and bedroom drawers. At the
 9 time, Ms. Scott was pregnant and at home with her one year-old daughter.

10 44. On and about March 28, 2007, Defendant Switters sent a letter in the name of
 11 Defendant Police Chief HYDE directed to Ms. Scott's landlord, advising him that APD had
 12 "arrested an adult male who we found to be living in the home [and who] is most likely not on
 13 the lease." The letter warned that the landlord could be "held responsible for criminal or
 14 nuisance related activity" on his property; asked for "immediate compliance regarding the listed
 15 issues [to] avoid criminal abatement and or civil litigation"; and warned that "should [the
 16 landlord] fail to take reasonable steps to prevent any future unlawful use of this property [the
 17 landlord] will not be considered an 'innocent owner' in any future action ..."

18 45. HACCC thereafter terminated Ms. Scott's Section 8 Voucher. Plaintiff sought
 19 judicial review of the termination decision, and after a review of the facts, HACCC rescinded its
 20 termination. Ms Scott continues to live in Antioch and continues to receive housing benefits
 21 under the Section 8 Voucher Program.

Plaintiff KAREN LATREECE COLEMAN

22 46. Plaintiff Karen Latreece Coleman lives in Antioch with her children and is a
 23 participant in the Section 8 Housing Choice Voucher Program. In June 2007, Defendant Bittner
 24 and other Defendants came to Plaintiff's home in the early morning, claiming to have
 25 authorization to search Plaintiff's home looking for Thomas Coleman, Plaintiff's husband.
 26 Defendants purportedly based their authority to search Plaintiff's home on Mr. Coleman's status

1 as a parolee. Although Plaintiff objected to the search, Defendants persisted, damaged the front
 2 door, searched the home, took photographs, and told Plaintiff that she would lose her Section 8
 3 benefits. Defendants also served Mr. Coleman with a temporary civil harassment restraining
 4 order sought by a neighbor that the Contra Costa County Superior Court later refused to make
 5 permanent.

6 47. Plaintiff had previously requested that HACCC add Mr. Coleman to her lease, and
 7 permission was granted on June 29, 2007. Mr. Coleman now lives with Plaintiff.

8 48. On or about July 3, 2007, Defendants Bittner and Schwitters visited Mr. Coleman's
 9 place of employment to harass him. Although Mr. Coleman told Defendants that he now resided
 10 with his wife, Defendants threatened him with arrest if he was found at Plaintiff's home.
 11 Defendants also asked to see Mr. Coleman's employment records but were turned down by the
 12 employer.

Plaintiff ALYCE DENISE PAYNE

14 49. Until her landlord terminated her tenancy at the behest of Defendants, Plaintiff
 15 Alyce Denise Payne lived in Antioch with her children. Plaintiff was then, and currently is a
 16 participant in the Section 8 Housing Choice Voucher Program. In January 2007, Defendants
 17 visited Plaintiff's home, responding to Plaintiff's request for assistance to stop threats of
 18 domestic violence against Plaintiff Payne by one Edward Shivers. In the previous two years,
 19 Plaintiff Payne had a number of times requested police assistance to stop domestic violence
 20 perpetrated by Shivers.

21 50. Defendants then contacted HACCC on or about March 21, 2007 to report alleged
 22 violations of Plaintiff's obligations as a participant in the Section 8 Housing Choice Voucher
 23 Program. The March 21 letter states: "the constant need for police presence and nuisance to the
 24 immediate vicinity of the premises constitutes a violation of ... [the Section 8 Voucher
 25 Program's] Family Obligations Form ..." The letter also recites Ms. Payne's alleged criminal
 26 record, and that of her children and Mr. Shivers, and included incidents that did not occur at Ms.

1 Payne's home or have any relation to her eligibility for Section 8 voucher benefits, and some of
 2 the information related to a juvenile and was confidential under Calif. Welf. & Inst. Code § 827.

3 51. Defendants issued the March 21, 2007 letter with the intent of inducing HACCC to
 4 terminate Ms. Payne's Section 8 voucher benefits. HACCC thereafter issued a notice proposing
 5 to terminate Plaintiff's voucher benefits for violating the prohibition against drug-related
 6 criminal activity, or violent criminal activity, or other criminal activity which threatens the
 7 health, safety, or right to peaceful enjoyment of other residents or neighbors. After Plaintiff
 8 sought the assistance of Bay Area Legal Aid, HACCC withdrew this termination notice.

9 52. On or about March 28, 2007 Defendant Schwitters sent a letter in the name of
 10 Defendant Police Chief HYDE directed to Ms. Payne's landlord, advising him that "[t]he current
 11 residents of your home have been involved in criminal activity and have recent arrests by APD.
 12 Since they have resided in your home, APD has responded to the residence on (2) separate
 13 disturbance calls. At their previous residence ... APD responded to the location approximately
 14 (29) times primarily for disturbance related incidents." The letter warned that the landlord could
 15 be "held responsible for criminal or nuisance related activity" on his property, asked for
 16 "immediate compliance regarding the listed issues [to] avoid criminal abatement and or civil
 17 litigation", and warned that "should [the landlord] fail to take reasonable steps to prevent any
 18 future unlawful use of this property [the landlord] will not be considered an 'innocent owner' in
 19 any future action ..."

20 53. When the March 28, 2007 letter did not lead Plaintiff's landlord to evict Ms. Payne,
 21 Defendants followed up with a second letter dated October 4, 2007. In and about December
 22 2007 and citing Defendants' two letters, Plaintiff's landlord told Ms. Payne that her lease would
 23 not be renewed, and her family must move. Plaintiff thereafter vacated her home and moved to
 24 Bay Point, California, where she continues to receive rent subsidies for her new home from the
 25 Section 8 Housing Choice Voucher Program.

26 54. Plaintiffs Williams, Scott, Coleman, and Payne timely filed notices of claims for
 money damages against the City of Antioch, which claims have been rejected.

Defendants' Custom, Policy, or Practice

2 55. In establishing the Community Action Team (“CAT”) to investigate complaints of
3 disturbance and nuisance occurring in residential units, Defendants City of Antioch, Antioch
4 Police Department, and Police Chief James Hyde knew and continue to know that a primary
5 focus of CAT would and will continue to be tenants participating in the Section 8 Housing
6 Choice Voucher Program, and that one of CAT’s principal activities would and will continue to
7 be to gather evidence that Section 8 Housing Choice Voucher participants were and are allegedly
8 violating the obligations owed by participants to HACCC as conditions of receiving these
9 benefits. Thus, while rental housing made up only 25% of Antioch households, 85% of CAT
10 investigation involved rental housing; and although voucher participants made up less than 5%
11 of Antioch households (one-fifth of all rental housing), two-thirds of CAT investigations
12 involved homes where voucher participants resided.

13 56. The brunt of CAT investigations falls disproportionately on African-Americans.
14 African-Americans constitute 56% of Antioch residents receiving Section 8 voucher benefits,
15 and approximately two-thirds of all CAT investigations involved African-American voucher
16 participants. About two-thirds of CAT investigations involving Section 8 voucher participants
17 are referred to HACCC, and 70% of all CAT referrals involve African-American families.

18 57. In investigating Section 8 voucher participants, Defendants had and continue to
19 have a pattern and practice of seeking to search the homes rented by Section 8 voucher
20 participants to gather evidence that the Section 8 voucher participant allegedly was, or are,
21 violating the obligations owed to HACCC, in particular, that the Section 8 voucher participant
22 had allowed persons not on their lease to reside on the premises.

23 58. To conduct these searches, Defendants had and continue to have a pattern and
24 practice of relying on the parolee or probationer status of persons having a relationship to the
25 Section 8 voucher participant, to establish consent to search the homes of Section 8 voucher
26 participant if the participant does not actually consent to the search.

1 59. In investigating Section 8 voucher participants, Defendants had and continue to
2 have a pattern and practice of compiling records of disturbance calls to the homes of voucher
3 participants, and forwarding these compilations to HACCC purportedly as evidence of violent
4 criminal activity, or criminal activity which threatens the health, safety, or right to peaceful
5 enjoyment of other residents or neighbors and which violate obligations owed by the voucher
6 participant to HACCC. Defendants engaged in this practice with little investigation as to
7 whether the voucher participant was the perpetrator or responsible party for the disturbance, even
8 in incidents involving domestic violence perpetrated on the voucher participant.

9 60. In investigating complaints of disturbance and nuisance, Defendants had and
10 continue to have a pattern and practice of sending letters to landlords of affected addresses
11 stating that their tenant had engaged in criminal and/or nuisance activity, and advising the
12 landlord that s/he could be held responsible. Since Defendants were and are particularly
13 interested in incidents involving Section 8 Housing Choice Voucher participants, these letters
14 were and are disproportionately sent to landlords of voucher participants.

15 61. Plaintiffs are informed and believe that as a matter of custom, policy and practice,
16 Defendants CITY, APD, and HYDE inadequately and improperly investigate complaints of
17 police misconduct. As a matter of custom, policy and practice, APD inadequately and improperly
18 supervises and trains its police officers, including the officers identified herein, thereby failing to
19 adequately discourage further constitutional violations on the part of its officers. As a matter of
20 custom, policy and practice, the City and APD authorize and/or ratify the unlawful and
21 discriminatory conduct and behavior of Antioch City police officers especially when such
22 unlawful and discriminatory conduct and behavior is directed at African-American citizens.

23 62. The customs, policies, or practices described in paragraphs 55-61 were and continue
24 to be carried out by Defendants under color of state, local, or municipal law.
25
26

Claim for Punitive Damages

63. Defendants' acts and omissions were intentional, willful, malicious, reckless, and in conscious disregard of each Individual Plaintiff's protected rights. As such and to deter future similar conduct by Defendants, each Plaintiff other than ANTIOCH SECTION 8 FAMILIES FOR FAIR HOUSING is entitled to an award of punitive damages against Defendants.

FIRST CLAIM FOR RELIEF

42 U.S.C. § 3617 (Violation of Fair Housing Law)

(Against all Defendants)

64. Plaintiffs incorporate by reference the allegations set forth in the paragraphs above.

65. Each named Individual Plaintiff is an African-American female and member of a class protected by the Fair Housing Act, 42 U.S.C. § 3601, *et seq.*

66. In searching or attempting to search the homes of Plaintiffs Scott and Coleman for evidence that the participant had violated obligations owed by the participant to HACCC, Defendants coerced, intimidated, threatened, or interfered with each Plaintiff's exercise or enjoyment of the terms, conditions or privileges of renting their home in violation of 42 U.S.C. § 3617.

67. In notifying HACCC of domestic violence incidents involving Plaintiffs Williams, Scott and Payne, and describing such incidents as criminal activity in violation of the obligations owed by participants of the Section 8 Housing Choice Voucher Program to HACCC, Defendants coerced, intimidated, threatened, or interfered with each Plaintiff's exercise or enjoyment of the terms, conditions or privileges of renting their home in violation of 42 U.S.C. § 3617.

68. In notifying the landlords of Plaintiffs Williams, Scott and Payne that their tenants were involved in criminal, nuisance, and/or other disturbances in and about the premises rented by each Plaintiff, Defendants coerced, intimidated, threatened, or interfered with each Plaintiff's exercise or enjoyment of the terms, conditions or privileges of renting their home in violation of 42 U.S.C. § 3617.

1 69. The actions described in the paragraphs above constitute coercion, intimidation,
2 threats, or interference by Defendants in the exercise or enjoyment by members of Plaintiff
3 ANTIOCH SECTION 8 FAMILIES FOR FAIR HOUSING of the terms, conditions or
4 privileges of renting their homes, in violation of 42 U.S.C. § 3617. These actions are ongoing
5 and will continue to occur unless stopped by this Court.

6 70. As a direct and proximate cause of Defendants' actions, each individual Plaintiff
7 suffered damages in an amount according to proof, including emotional distress, loss of security,
8 and out-of-pocket expenses.

SECOND CLAIM FOR RELIEF

42 U.S.C. § 1983 (Violation of Fourth Amendment)

(Against all Defendants)

71. Plaintiffs incorporate by reference the allegations set forth in the paragraphs above.

72. By entering Plaintiff Coleman's dwelling and proceeding to handcuff her and search the dwelling, all without Plaintiff's consent or a search warrant, Defendants Bittner, Dillard, and Bias conducted an unreasonable search and seizure in violation of the Fourth Amendment to the Constitution of the United States.

73. By entering Plaintiff Scott's dwelling and proceeding to search the dwelling, all without Plaintiff's consent and refusing to show Plaintiff an arrest warrant which ostensibly was the basis for their entry and search, Defendants Bittner, Dillard, and Schwitters conducted an unreasonable search and seizure in violation of the Fourth Amendment to the Constitution of the United States.

74. At all times relevant, Defendants Bittner, Dillard, Bias, and Schwitters were on-duty police officers acting under color of state law in both their official and personal capacities, and under the supervision of Defendant Hyde.

75. The above described actions evidence a custom, policy or practice of Defendants City of Antioch and its Police Department of conducting pretextual searches of the homes of

1 Section 8 voucher participants for evidence of purported violations by the participants of the
2 obligations owed by participants to HACCC.

3 76. The above described custom, policy or practice has directly affected, and continues
4 to affect individual members of Plaintiff ANTIOCH SECTION 8 FAMILIES FOR FAIR
5 HOUSING.

6 77. As a direct and proximate cause of Defendants' actions, Plaintiffs Coleman and
7 Scott suffered damages in an amount according to proof, including emotional distress, loss of
8 security, and out-of-pocket expenses.

THIRD CLAIM FOR RELIEF

42 U.S.C. § 1983 (Retaliation for Exercise of First Amendment Rights)

(Against all Defendants)

78. Plaintiffs incorporate by reference the allegations set forth in the paragraphs above.

13 79. In requesting that the Antioch Police Department respond to threats of domestic
14 violence aimed at Plaintiffs Scott and Payne, each Plaintiff exercised her right to seek redress
15 from the government, a right protected by the First Amendment to the Constitution of the United
16 States.

17 80. Defendants Hyde and Schwitters, acting in concert with Defendants Bittner and
18 Dillard, retaliated against Plaintiffs Scott and Payne for their exercise of First Amendment rights
19 by directing to each Plaintiff's landlord the letters dated March 28, 2007 accusing each Plaintiff
20 of criminal or nuisance activity, and/or of cohabiting with an adult male who was not on each
21 Plaintiff's lease with their landlords.

22 81. The above described actions evidence a custom, policy or practice of Defendants
23 City of Antioch and its Police Department of retaliating against Section 8 voucher participants
24 who seek to redress threats of domestic violence aimed at the participant, by sending letters to
25 the landlords of the voucher participants and HACCC, accusing the participants of criminal or
26 nuisance behavior, and of violations by the participants of the rules governing the Section 8
voucher program.

82. The above described custom, policy or practice has directly affected, and continues to affect individual members of Plaintiff ANTIOCH SECTION 8 FAMILIES FOR FAIR HOUSING.

83. As a direct and proximate cause of Defendants' actions, Plaintiff Coleman and Scott suffered damages in an amount according to proof, including emotional distress, loss of security, and out-of-pocket expenses.

FOURTH CLAIM FOR RELIEF

42 U.S.C. § 1983 (Deprivation of Due Process)

(Against all Defendants)

84. Plaintiffs incorporate by reference the allegations set forth in the paragraphs above.

85. In the Antioch Police Department letter dated March 28, 2007 directed to Plaintiff Williams' landlord, Defendants Hyde and Schwitters, acting in concert with Defendant Bittner, falsely accused Plaintiff of cohabiting with an adult male person not on Plaintiff's lease, and of causing a nuisance to the surrounding neighborhood thereby damaging Plaintiff's reputation.

86. Defendants' sending of the above-described March 28, 2007 letter was in connection with and in response to Plaintiff Williams' January 21, 2007 request for assistance to curb an immediate threat of domestic violence faced by this Plaintiff. In requesting such assistance, Plaintiff was exercising her First Amendment right to seek redress from the government.

87. In the Antioch Police Department letter dated March 28, 2007 directed to Plaintiff Scott's landlord, Defendants Hyde and Schwitters, acting in concert with Defendants Bittner and Dillard, falsely accused Plaintiff of cohabiting with an adult male not on Plaintiff's lease thereby damaging Plaintiff's reputation.

88. Defendants' sending of the above-described March 28, 2007 letter followed, and was in connection with Defendants' deprivation of Plaintiff Scott's right to be free from unreasonable searches and seizures described in the Second Claim for Relief.

1 89. In the Antioch Police Department letter dated March 28, 2007 directed to Plaintiff
2 Payne's landlord, Defendants Hyde and Schwitters, acting in concert with Defendants Dillard
3 and Bittner, falsely accused Plaintiff and/or members of her family residing in her home, of
4 being involved in unspecified criminal activity thereby damaging Plaintiff's reputation.

5 90. Defendants' sending of the above-described March 28, 2007 letter was in
6 connection with and in response to Plaintiff Payne's repeated requests for assistance to curb
7 immediate threats of domestic violence faced by this Plaintiff. In requesting such assistance,
8 Plaintiff was exercising her First Amendment right to seek redress from the government.

9 91. As a result of Defendants' March 28, 2007 letter, and a follow-up letter, directed to
10 Plaintiff Payne's landlord, Plaintiff landlord notified Ms. Payne on or about December 10, 2007
11 of the landlord's intent to terminate Plaintiff Payne's lease, forcing Plaintiff to vacate her home
12 and move to Bay Point.

13 92. Defendants' actions as set forth above constituted a deprivation of each Plaintiff's
14 liberty and or property, without due process of law.

15 93. The above- described actions evidenced a custom, policy or practice of Defendants
16 City and APD of sending letters to the landlords of Section 8 voucher participants, accusing the
17 participants of criminal or nuisance behavior, and of alleged violations by the participants of the
18 rules governing the Section 8 voucher program.

19 94. The above described custom, policy or practice has directly affected, and continues
20 to affect individual members of Plaintiff ANTIOCH SECTION 8 FAMILIES FOR FAIR
21 HOUSING.

22 95. As a direct and proximate cause of Defendants' actions, Plaintiffs Williams, Scott,
23 and Payne suffered damages in an amount according to proof, including emotional distress loss
24 of security, and out-of-pocket expenses. In addition, Plaintiff Payne suffered the loss of her
25 home, with resulting special damages, including moving expenses, and associated costs.

1 **FIFTH CLAIM FOR RELIEF**

2 **California Govt. Code § 11135**

3 **(Against all Defendants)**

4 96. Plaintiffs incorporate by reference the allegations set forth in the paragraphs above.

5 97. California Government Code § 11135 provides, in relevant part: "No person in the
6 State of California shall, on the basis of race ... be unlawfully denied full and equal access to the
7 benefits of, or be unlawfully subjected to discrimination under, any program or activity that is
8 conducted, operated, or administered by the state or by any state agency, is funded directly by
9 the state, or receives any financial assistance from the state."

10 98. California Code of Regulations §§ 98101(i)(1) and (2) prohibit recipients of state
11 funding from utilizing criteria or methods of administration which have the effect of
12 discriminating against protected groups.

13 99. Plaintiffs are informed or believe that Defendants City and APD are entities or
14 agencies, and the Community Action Team is an activity, receiving financial assistance from the
15 State of California.

16 100. The investigative activities of the Community Action Team, in particular the
17 customs, policies, and practices described in paragraphs 46-53, fall disproportionately on
18 African-American participants in the Section 8 Housing Choice Voucher Program, and therefore
19 have had, and will continue to have, the effect of discriminating against Plaintiffs and members
20 of Plaintiff ANTIOCH SECTION 8 FAMILIES FOR FAIR HOUSING on the basis of race.

21 101. As a direct and proximate cause of Defendants' actions, Plaintiffs Williams, Scott,
22 and Payne suffered damages in an amount according to proof, including emotional distress, loss
23 of security, and out-of-pocket expenses. In addition, Plaintiff Payne suffered the loss of her
24 home, with resulting special damages, including moving expenses, and associated costs.

1 **SIXTH CLAIM FOR RELIEF**

2 **Common Law Libel**

3 **(Against all Defendants)**

4 102. Plaintiffs incorporate by reference the allegations set forth in the paragraphs above.

5 103. In sending the above-described letters to the landlords of Plaintiffs Williams, Scott
6 and Payne, Defendants uttered false, defamatory, or unprivileged statements, including
7 allegations which could reasonably be understood to suggest that each Plaintiff had committed a
8 crime, or was engaged in immoral or unlawful activity. These statements tended to injure
9 Plaintiff's reputation.

10 104. Defendants' above-described actions were intentional.

11 105. As a direct and proximate cause of Defendants' actions, Plaintiffs Williams, Scott,
12 and Payne suffered damages in an amount according to proof, including emotional distress, loss
13 of security, and out-of-pocket expenses.

14 106. Defendants have carried out, and will continue to carry out their custom, policy or
15 practice of sending similar letters to the landlords of Section 8 Housing Choice Voucher
16 participants, including members of Plaintiff ANTIOCH SECTION 8 FAMILIES FOR FAIR
17 HOUSING.

18 **SEVENTH CLAIM FOR RELIEF**

19 **Intentional Infliction of Emotional Distress**

20 **(Against all Defendants)**

21 107. Plaintiffs incorporate by reference the allegations set forth in the paragraphs above.

22 108. The conduct of Defendants was outrageous and directed at Plaintiffs. Defendants'
23 conduct was intended to cause injury or was in reckless disregard of the probability of causing
24 injury to Plaintiffs and did in fact cause Plaintiffs serious emotional distress.

109. As a direct and proximate cause of Defendants' actions, Plaintiffs have suffered damages in an amount according to proof, including emotional distress, loss of security, and out-of-pocket expenses.

EIGHTH CLAIM FOR RELIEF

Negligence

(Against All Defendants)

110. Plaintiffs incorporate by reference the allegations set forth in the paragraphs above.

8 111. At all relevant times, Defendants owed Plaintiffs the duty to act with reasonable
9 care and not cause personal injury or loss or damage to Plaintiffs' property or interest in
10 property. Defendants owed Plaintiffs the legal duty not to discriminate against them on the basis
11 of their race or color. Defendants owed Plaintiffs the legal duty not to violate their constitutional
12 rights. Defendants also owed Plaintiff the duty to adequately train and supervise Defendants'
13 employees, and to adopt and/or enforce policies and procedures for the proper hiring, training,
14 and supervision of Defendants' employees.

112. By their acts and omissions, Defendants breached the above mentioned duties owed to Plaintiffs. Further, it was reasonably foreseeable that their breach of duty would cause emotional harm to Plaintiffs and the loss of or damage to Plaintiffs' property and/or interest in property.

113. As a direct and proximate cause of Defendants breach of their legal duties towards Plaintiffs, Plaintiffs have suffered and will continue to suffer emotional distress and the loss or damage to property and/or interest in property in an amount according to proof.

NINTH CAUSE OF ACTION

Tortious Interference With Contractual Relationship (Against All Defendants)

114. Plaintiffs incorporate by reference the allegations set forth in the paragraphs above.

1 115. At all times prior to her vacating the premises, Plaintiff Payne and her landlord had
 2 a valid contract for the rental of 1975 Mokelumne Drive, Antioch, California. Implied in the
 3 contract was a covenant of good faith and fair dealing between the Plaintiff and her landlord.

4 116. In sending Plaintiff's landlord the above described letters containing unsupported
 5 allegations that Plaintiff and her family had engaged in criminal or unlawful activity on the
 6 premises, Defendants induced the landlord to terminate the lease with Defendant, procuring a
 7 breach by the landlord of the covenant of good faith and fair dealing owed to Plaintiff.

8 117. As a direct and proximate cause of Defendants' actions, Plaintiff Payne was forced
 9 to vacate her home and suffered damages in an amount according to proof, including emotional
 10 distress, loss of security, and out-of-pocket expenses.

CLAIMS FOR EQUITABLE RELIEF

12 118. Plaintiffs incorporate by reference the allegations set forth in the paragraphs above.

13 119. A dispute has broken out between each Plaintiff and each Defendant as to their
 14 respective duties under the Fair Housing Act, the First, Fourth, and Fourteenth Amendments to
 15 the United States Constitution, and California Government Code § 11135 and as to whether
 16 Defendants' actions violated any of these laws. Plaintiffs therefore seek judicial declarations
 17 setting forth their respective rights and duties under these laws.

18 120. Defendants' actions described in the paragraphs above violate the Fair Housing
 19 Act, the First, Fourth, and Fourteenth Amendments to the United States Constitution, and
 20 California Government Code § 11135. Defendants will continue these practices and will directly
 21 affect each Plaintiff and the members of Plaintiff ANTIOCH SECTION 8 FAMILIES FOR
 22 FAIR HOUSING unless enjoined by this Court.

23 121. Plaintiffs have no plain, speedy, or adequate remedy at law to redress these
 24 violations other than an injunction issued by this Court.

25 122. Plaintiffs are indigent, and if an injunction issues the Court should waive the
 26 posting of bond.

1 WHEREFORE, Plaintiffs pray for the following relief:

2 1. For an order enjoining Defendants, in investigating complaints of disturbance or
3 nuisance in dwelling units, from violating the Fair Housing Act, the First, Fourth,
4 and Fourteenth Amendments to the United States Constitution, and California
5 Government Code § 11135;
6 2. For a judicial declaration that Defendants' actions as alleged in this complaint
7 violate the Fair Housing Act, the First, Fourth, and Fourteenth Amendments to the
8 United States Constitution, and California Government Code § 11135;
9 3. For compensatory, special and statutory damages according to proof;
10 4. For punitive damages against Defendants Schwitters, Bias, Bittner and Dillard;
11 5. For costs of suit; and
12 6. For such other and further relief as this Court deems reasonable.

13

14 **Demand for Jury Trial**

15 In accordance with Fed. R. Civ. P. Rule 38(b), and Northern District Local Rule 3-6,
16 Plaintiffs hereby demand a jury trial on all issues triable by jury.

17

18 DATED: May 2, 2008

BAY AREA LEGAL AID

19

20 By 
21 _____
22 David M. Levin (SBN 193801)
23 Attorneys for Plaintiffs